

## REMARKS

This supplementary preliminary amendment is filed with applicant's Request for Continued Examination in Reply to the Advisory Action dated 7/31/07.

Applicant respectfully requests entry and reconsideration of applicant's Reply filed 7/12/07, which was not entered by the Examiner.

Additionally, applicant submits the following comments in reply to the Examiner's "Continuations of Notes 3 and 11.

1. Pending claim 1 of the application is directed to a polytunnel system (10) which specifically includes:

- (a) brackets (22) movably secured to legs (12), and
- (b) movable rope anchorage points (22) on the brackets, which
- (c) cooperate to permit polytunnel height adjustment with a cover *in situ*.

Neither the cover nor the ropes need to be removed or adjusted to change height. As explained in the application, this is beneficial for ease and speed of adjustment as the growing season progresses to minimize heating costs and the risk of wind damage.

2. Regarding PELEG (POLY-SHELTER), **firstly**, he does not expressly disclose any height adjustability, and particularly not *in situ* adjustment. Peleg does disclose brackets (stubs 10) disposed at the tops of legs (poles 2). And the brackets have a leg portion (12) which telescopically fits in the poles. However, Peleg expressly states that this arrangement is for "facilitat[ing] the levelling of the roof or covering of the structure when erected on an uneven terrain..." (column 3, lines 31-33).

**Secondly**, applicant contends that the Peleg device would not be capable of being adjusted *in situ* because the overlapping portions of adjacent laterally oriented cover strips (6) (col. 3, lines 11-20, and best shown in Fig. 7) would be pulled apart and form gaps if height adjustment was attempted after set up. The Peleg device is assembled by first erecting arched bars (4) in level rows and then laterally spreading the cover strips over the bars in the plane of the bars (col. 2, lines 11-26). In situ height changing along the longitudinal axis of the tunnels would tend to destroy the laterally oriented overlap sections.

3. Regarding DURHAM (TARPAULIN COVER WITH REMOVABLE GROMMET), he shows line 12 anchoring grommets tabs 20 connected to a tarp 10. **Firstly**, there are substantial differences between these tabs and my line anchors. The tabs are connected to the tarp instead of its legs 16. My anchors are attached to legs. Although the tabs are said to be removable by Durham, they are not truly adjustable. The tabs are secured by adhesive 30 “having great adhesive strength so as to adhere strongly to the cover sheet 10” (col. 3, lines 32-33). By removal, Durham means in the event of tearing of the grommet 28 a new tab can be reinstalled (col. 3, lines 45-50). **Secondly**, applicant submits that it would not be obvious to a skilled worker to add these line anchors to the frame of Peleg. Peleg holds covers 6 to the frame by clamped tubes 18. There is no need whatsoever for lines, particularly lines attached to the ground as in Durham. Applicant’s now claimed invention requires lines, and particularly lines attached to the legs so as to be adjustable *in situ*.

4. In summary, based on the substantial structural and functional differences between the application invention and disclosed devices in the Peleg and Durham patents, and the level of ordinary skill in the art, applicant respectfully submits that claim 1 would not be obvious over Peleg in view of Durham.



Should the Examiner believe that telephone communication would advance the prosecution of this case to finality, he is invited to call at the number below.

Any fees due are calculated as follows:

Number Fee

TOTAL claims remaining over that previously paid for:	None	\$0
INDEPENDENT claims remaining over that previously paid for:	None	\$0
	SUM claim fees:	\$0
OTHER fees		0
	<u>TOTAL AMOUNT (if any)</u>	0

☐ Paid by enclosed check.

☐ Paid by enclosed Credit Card Payment Form(s) PTO-2038

Please charge any fee due not paid by a check or credit card provided herewith, and/or charge any underpayment in any fee, and/or credit any overpayment in fee, to Deposit Account No. 19-2381.

Respectfully submitted,

Date: 10-9-07

Joel D. Skinner, Jr., Reg. No. 33,786

Skinner and Associates  
212 Commercial Street  
Hudson, Wisconsin 54016  
Tel. (715) 386-5800  
FAX (715) 386-5800

cc: Richard Bailey, Esq.  
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